

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED STATES SPECIAL OPERATIONS
COMMAND
AND
THE AUSTRALIAN SPECIAL OPERATIONS
COMMAND
REGARDING
LIAISON OFFICERS

I certify this to be a true
and complete copy of the original
document.



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USSOCOM
3 April 09

(SEAL)
AUTHORITY: 10 USC 936 & 1044a
Commission Indefinite Until Retirement
or Resignation

TABLE OF CONTENTS

SECTION I INTRODUCTION	3
SECTION II DEFINITIONS	3
SECTION III SCOPE	4
SECTION IV DUTIES AND ACTIVITIES	5
SECTION V FINANCIAL ARRANGEMENTS	6
SECTION VI SECURITY	7
SECTION VII TECHNICAL AND ADMINISTRATIVE MATTERS	8
SECTION VIII CLAIMS	10
SECTION IX DISCIPLINE AND REMOVAL	10
SECTION X SETTLEMENT OF DISPUTES	11
SECTION XI ENTRY INTO EFFECT, AMENDMENT, DURATION, AND TERMINATION	11
ANNEX A: CERTIFICATIONS TO BE SIGNED BY LIAISON OFFICERS	13

SECTION I INTRODUCTION

1.1. The United States Special Operations Command (USSOCOM) and the Australian Special Operations Command (each referred to herein individually as a "Participant" and together as the "Participants"), desiring to establish formal liaisons between the Participants, hereby mutually determine the following provisions regarding the assignment of individuals at Government facilities to serve as Liaison Officers between them.

1.2. This Memorandum of Understanding (MOU) is made pursuant to the Exchange of Notes Constituting an Agreement between the Government of the United States of America and the Government of Australia Concerning Mutual Defence Commitments, which entered into force December 1, 1995 (the Chapeau Agreement) and the Agreement between the Government of the United States of America and the Government of Australia Concerning Security Measures for the Protection of Classified Information, which entered into force on November 7, 2002.

SECTION II DEFINITIONS

In addition to any terms defined in other provisions of this Memorandum of Understanding (MOU), the following terms will have the following meanings when used herein:

2.1. "Classified Military Information" (CMI) will mean information generated by or for, the Government of the United States or the Government of Australia or that is under the jurisdiction or control of one of them, and requires protection in the interests of national security of that Government and that is so designated by the assignment of a national security classification by that Government. The information may be in oral, aural, visual, electronic or documentary form, or in the form of material including equipment or technology.

2.2. "Contact Officer" will mean a Host Participant representative designated in writing to oversee and control all contacts, requests for information, consultations, access, and activities of Liaison Officers who are assigned to, or are visiting, a host Government component or subordinate organization.

2.3. "Controlled Unclassified Information" (CUI) will mean unclassified information of a Participant to which access or distribution limitations have been applied in accordance with national laws, policies, and regulations of such Participant. It could include information that has been declassified but remains controlled.

2.4. "Host Government" will mean the national Government of the Host Participant.

2.5. "Host Participant" will mean the participant to which the Liaison Officer acts as a liaison pursuant to an assignment by a Parent Participant under Section III.

2.6. "International Visits Program" (IVP) will mean the program established to process visits by and assignments of foreign representatives to United States Department of Defense (DoD) Components and DoD contractor facilities. It is designed to ensure that classified and CUI to be disclosed to foreign nationals has been properly authorized for disclosure to their Governments; that the requesting foreign government provides a security assurance on the individuals and their sponsoring organization or firm, when Classified Information is involved in the visit or assignment, and that administrative arrangements (e.g., date, time, and place) for the visit or assignment are provided.

2.7. "Liaison Officer" will mean a military member or civilian employee of a Parent Participant who, upon approval or certification of the Host Participant or Host Government, is authorized by the Parent Participant to act as its official representative in connection with programs, projects, or agreements or arrangements of interest to the Participants' governments.

2.8. "Parent Government" will mean the national government of the Parent Participant.

2.9. "Parent Participant" will mean the participant that assigns a Liaison Officer pursuant to Section V.

SECTION III SCOPE

3.1. During the term of this MOU, subject to the mutual determination of the Participants, each Participant may assign military members of its armed forces or civilian employees of the Participant or its subordinate organizations to serve as Liaison Officer(s) to the other Participant in accordance with the terms of this MOU.

3.2. The establishment of each Liaison Officer position under this MOU will be based upon the demonstrated need for and the mutual benefit of this position to the Participants. Once established, each Liaison Officer position will be subject to periodic review by either Participant to ensure that the position continues to be required by, and is of mutual benefit to, the Participants. If after consultation between the Participants, a Participant determines that a Liaison Officer position is no longer required or is no longer of benefit to a Participant, such position will be subject to elimination.

3.3. Commencement of such a tour of duty by a Liaison Officer will be subject to any requirements that may be imposed by the Host Participant or the Host Government regarding formal certification or approval of Liaison Officer. Liaison Officers to be assigned by their Parent Participant to locations in the United States will use the IVP, as defined in paragraph 2.6 of this MOU.

3.4. Unless otherwise mutually determined, the normal tour of duty for a Liaison Officer will be two years.

3.5. An individual may serve as a Liaison Officer to only one major military command of the Host Government.

SECTION IV DUTIES AND ACTIVITIES

4.1. The Liaison Officer will represent the Parent Participant to the Host Participant. The Liaison Officer will not perform duties reserved by the laws or regulations of the Host Government to officers or employees of the Host Government, nor will the Liaison Officer provide any labor or services to the Host Government or any of its agencies, including the Host Participant.

4.2. The Liaison Officer will be required to comply with all applicable Host Government policies, procedures, laws, and regulations. The Host Participant will assign a Contact Officer to provide guidance to the Liaison Officer concerning policies, procedures, laws, and regulations of the Host Participant, and to arrange for activities consistent with such requirements and the purposes of this MOU.

4.3. The Liaison Officer may request access to Host Participant facilities by submitting a request to the Contact Officer. Access to Host Participant facilities may be granted if such access promotes the purposes of this MOU, is consistent with the terms of any applicable certification or approval issued by the Host Government, and is permitted under the applicable policies, procedures, laws, and regulations of the Host Government. Approval of such requests will be at the discretion of the Host Participant. Any request for access that exceeds the provisions of an applicable certification or approval will be submitted through the IVP.

4.4. The Liaison Officer will not be granted access to technical data or other information of the Host Participant, whether or not classified, except as authorized by the Host Participant, but only to the extent necessary to fulfill the Liaison Officer's functions hereunder.

4.5. All information to which the Liaison Officer is granted access while serving as a liaison to the Host Participant will be treated as information provided in confidence to the Parent Government and will not be further released or disclosed by the Liaison Officer to any other person, firm, organization, or government without the prior written authorization of the Host Government. Disclosure of information to the Liaison Officer will not be deemed to be a license or authorization to use such information for any purpose other than the purposes described in Section III of this MOU.

4.6. The Liaison Officer will not be permitted to participate in exercises, deployments, or civil-military actions, unless expressly authorized to do so in writing by both the Host and Parent Participants.

4.7. The Parent Participant will not place or keep a Liaison Officer in duty assignments in which direct hostilities are likely to occur or have commenced, unless approved in writing by the Parent Participant and Host Participant.

4.8. The Liaison Officer will be required to comply with the dress regulations of the Parent Participant and, if requested by the Host Participant, will also wear such identification necessary to identify the Liaison Officer's nationality, rank, and status as a Liaison Officer. The order of dress for any occasion will be that which most closely conforms to the order of dress for the particular unit of the Host Participant where the Liaison Officer is located. The Liaison Officer will be required to comply with the practices of the Host Participant with respect to the wear of civilian clothing.

4.9. Prior to the commencement of a Liaison Officer's tour, the Parent Participant will notify the Host Participant of the specific Parent Participant organization that will exercise operational control over the Liaison Officer and, if different, the Parent Participant organization that will provide administrative support to the Liaison Officer and the Liaison Officer's dependents.

4.10. At the end of a Liaison Officer tour, or as otherwise mutually determined by the Participants, the Parent Participant may replace the Liaison Officer with another individual who meets the requirements of this MOU.

SECTION V FINANCIAL ARRANGEMENTS

5.1. The Parent Participant will bear all costs and expenses of the Liaison Officer, including, but not limited to;

5.1.1. all pay and allowances of the Liaison Officer;

5.1.2. all travel by the Liaison Officer and the Liaison Officer's dependents, including, but not limited to, travel to and from the duty location;

5.1.3. all costs and expenses of the Liaison Officer and the Liaison Officer's dependents at the duty location, including travel, office space, clerical support, housing, messing, and medical and dental services, unless specifically provided under another international agreement;

5.1.4. compensation for loss of, or damage to, the personal property of the Liaison Officer, or the personal property of the Liaison Officer's dependents;

5.1.5. all costs and expenses associated with the movement of the household effects of the Liaison Officer and the Liaison Officer's dependents;

5.1.6. all costs and expenses associated with preparation and shipment of remains and funeral expenses associated with the death of the Liaison Officer or the Liaison Officer's dependent(s);

5.1.7. all costs and expenses associated with formal and informal training of the Liaison Officer, other than briefings on Host Participant requirements provided by the Contact Officer; and

5.1.8. all costs and expenses associated with the return of a Liaison Officer and the Liaison Officer's dependent(s) whose assignment has been terminated.

5.2. The Host Participant will provide such office facilities, equipment, supplies, and services as may be necessary for the Liaison Officer to fulfill the purposes of this MOU, subject to reimbursement by the Parent Participant for the cost of the Liaison Officer's use of such facilities at rates determined by the Host Participant. When the United States is the Host Participant, reimbursement for such facilities, equipment, supplies, and services will be made through foreign military sales or use of an Acquisition and Cross-Servicing Agreement.

SECTION VI SECURITY

6.1. The Host Participant will establish the maximum substantive scope and classification levels within which the disclosure of any Classified Information or Controlled Unclassified Information (CUI) to the Liaison Officer will be permitted. The Host Participant will inform the Parent Participant of the level of security clearance required to permit the Liaison Officer access to such information. The Liaison Officer's access to such information and facilities will be consistent with, and limited by the provisions of the Liaison Officer's assignment, the provision of this Section and any other agreement or arrangement between the Participants or their Governments concerning access to such information and facilities. Further, access will at all times be limited to the minimum required to accomplish the purposes of this MOU, and, at its discretion, the Host Participant may prohibit the Liaison Officer's right of access to any Host Participant facility or require that such access be supervised by Host Participant personnel. Nothing in this MOU will be construed by the Participants to authorize unfettered access to Classified Information or Controlled Unclassified Information residing in the Host Participant's facilities or computer systems.

6.2. Each participant will ensure security assurances are filed, through the Australian Embassy in Washington, D.C., in the case of Australian personnel, and through the United States Embassy in Canberra, in the case of United States personnel, stating the security clearances for the Liaison Officer being assigned by such Participant. The security assurances will be prepared and forwarded through prescribed accredited national security authority in compliance with established Host Participant procedures. For the United States, the prescribed authority will be the IVP, as defined in paragraph 2.6. of this MOU.

6.3. The Parent Participant will ensure that each assigned Liaison Officer is fully cognizant of, and will direct each LNO to comply with, applicable laws and regulations concerning the protection of intellectual property rights (such as patents, copyrights, know-how, and trade secrets), Classified Information and Controlled Unclassified

Information disclosed to the Liaison Officer. This obligation will apply both during and after termination of an assignment as a Liaison Officer. Prior to taking up duties as a Liaison Officer, the Liaison Officer will be required to sign the relevant certification at Annex A to this MOU. Only individuals who execute the certification will be permitted to serve as Liaison Officers.

6.4. The Parent Participant will ensure that the Liaison Officer, at all times, complies with the security laws, regulations, and procedures of the Host Government. Any violation of security procedures by a Liaison Officer during his or her assignment will be reported to the Parent Participant for appropriate action. Upon request by the Host Participant, the Parent Participant will remove any Liaison Officer who violates security laws, regulations, or procedures during the Liaison Officer's assignment.

6.5. All Classified Information made available to the Liaison Officer will be considered Classified Information furnished to the Parent Participant, and will be stored, handled, transmitted and safeguarded in accordance with the Agreement between the Government of Australia and the Government of the United States of America concerning Security Measures for the Protection of Classified Information, which entered into force November 7, 2002.

6.6. The Liaison Officer will not take custody of Classified Information or Controlled Unclassified information in tangible form (for example, documents or electronic files), except as expressly permitted by the provisions of the Host Participant certification of the Liaison Officer (and requested in writing by the Parent Government) for the following situations:

6.6.1. Couriers. The Liaison Officer may take custody of Classified Information to perform courier functions, when authorized by the Host Participant certification for the Liaison Officer. The Classified Information will be packaged and receipted for in compliance with Host Participant requirements.

6.6.2. On-Site Storage. The Liaison Officer may be furnished a secure container for the temporary storage of Classified Information, consistent with the provisions of the certification, provided the security responsibility and control of the container and its contents remain with the Host Participant.

SECTION VII TECHNICAL AND ADMINISTRATIVE MATTERS

7.1. The Host Participant's certification or approval of an individual as a Liaison Officer will not bestow diplomatic or other special privileges upon on that individual.

7.2. To the extent authorized by the laws and regulations of the Host Government, and in accordance with Section V of this MOU, the Host Participant will provide reasonable administrative support as is necessary for the Liaison Officer to fulfill the purposes of this MOU, subject to reimbursement by the Parent Participant.

7.3. Exemptions from taxes, customs or import duties, or similar charges for the Liaison Officer or the Liaison Officer's dependents will be governed by applicable laws and regulations or international agreement or arrangement between the Host Government and the Parent Government.

7.4. If office space is provided to the Liaison Officer by the Host Participant, the Host Participant will determine the normal working hours for the Liaison Officer. Access outside of normal working hours will be coordinated through the Host Participant Contact Officer to the Host Participant Security Officer.

7.5. The Parent Participant will ensure that the Host Participant is informed as far in advance as possible of any absences of the Liaison Officer.

7.6. The Liaison Officer and the Liaison Officer's dependents will be provided care in military medical and dental facilities to the extent permitted by applicable national law, policy, and international agreement. When a reciprocal agreement for health care exists between the Participants, the access entitlement of the Liaison Officer and the Liaison Officer's dependent(s) is specified. For those personnel covered by such an agreement, care is generally provided free of charge. A Liaison Officer and the Liaison Officer's dependent(s) not covered by a reciprocal agreement may be offered health care, on a reimbursable basis, in military facilities. When military facilities are not available, the Liaison Officer will be responsible for all medical and dental costs incurred by the Liaison Officer and the Liaison Officer's dependents. The Parent Participant will ensure that the Liaison Officer and the Liaison Officer's dependent(s) are physically fit prior to the Liaison Officer's tour of duty. The Parent Participant will be responsible for familiarizing itself with the medical and dental services available to the Liaison Officer and the Liaison Officer's dependents and the costs of such services and procedures for use of such services.

7.7. The Liaison Officer and the Liaison Officer's dependents may be accorded the use of military commissaries, exchanges, theaters, and similar morale and welfare activities, in accordance with the laws, regulations, and policies of the Host Participant and any international agreements or arrangements to which the Host and Parent Participants are party.

7.8. To the extent permitted by the laws and regulations of the Host Government, and subject to reimbursement by the Parent Participant, the Host Participant will provide, if available, housing and messing facilities for the Liaison Officer and the Liaison Officer's dependents on the same basis and priority as for its own personnel of comparable rank and assignment. At locations where housing and messing facilities are not provided by the Host Participant, the Host Participant will use reasonable efforts to assist the Parent Participant locate such facilities for the Liaison Officer and the Liaison Officer's dependents.

7.9. The Parent Participant will ensure that the Liaison Officer and the Liaison Officer's dependents have all documentation required by the Host Government for entry into, and exit from, the country of the Host Government at the time of such entry or exit. Unless

exempted under an applicable international agreement between the Participants, Liaison Officers and the Liaison Officer's authorized dependents entering the territory of the Host Government will be required to comply with Host Government customs regulations.

SECTION VIII CLAIMS

8.1. All claims arising under this MOU will be dealt with in accordance with paragraph 1 of the Exchange of Notes constituting an Agreement between the Government of Australia and the Government of the United States of America concerning Certain Mutual Defence Commitments (Chapeau Defence Agreement) which entered in to force December 1, 1995. The Participants will share any costs required to be shared under subparagraph 1(b)(ii) of the Chapeau Defence Agreement on the following basis:

8.1.1. Where responsibility for damage, loss, injury, or death can be specifically attributed to one Participant, the cost of handling and settling the claim will be the sole responsibility of that Participant;

8.1.2. Where both Participants are responsible for the damage, loss, injury, or death, the cost of handling and settling the claim will be apportioned between the Participants based on their degree of responsibility for the damage, loss, injury, or death; and

8.1.3. Where it is not possible to attribute responsibility for damage, loss, injury, or death specifically to either Participant, the cost of handling and settling the claim will be distributed equally between the Participants.

8.2. Claims arising under a contract will be resolved in accordance with the contract. Unless otherwise mutually determined by the Participants, the costs of claims arising as a consequence of a contract awarded pursuant to this MOU will be the sole responsibility of the Participant that is the party to the contract.

8.3. The Parent Participant will ensure that the Liaison Officer and the Liaison Officer's dependents obtain motor vehicle liability insurance coverage for their private motor vehicles in accordance with applicable laws and regulations of the Host Government, or the political subdivision of the country of the Host Participant in which the Liaison Officer is located. In the case of claims involving the use of private motor vehicles, the first recourse will be against such insurance.

SECTION IX DISCIPLINE AND REMOVAL

9.1. Except as provided in paragraph 9.2., neither the Host Participant nor the armed forces of the Host Government may take disciplinary action against a Liaison Officer who commits an offense under the military laws or regulations of the Host Participant, nor will the Host Participant exercise disciplinary powers over the Liaison Officer's

dependents. The Parent Participant, however, will take such administrative or disciplinary action against the Liaison Officer, as may be appropriate under the circumstances, to ensure compliance with this MOU, and the Participants will cooperate in the investigation of any offenses under the laws or regulations of either Participant.

9.2. The certification or approval of a Liaison Officer may be withdrawn, modified, or curtailed at any time by the Host Participant for any reason, including, but not limited to, the violation of the regulations or laws of the Host Participant or the Host Government. In addition, at the request of the Host Participant, the Parent Government will remove the Liaison Officer or the Liaison Officer's dependents from the territory of the Host Government. The Host Participant will provide an explanation for its removal request, but a disagreement between the Participants concerning the sufficiency of the Host Participant's reasons will not be grounds to delay the removal of the Liaison Officer.

9.3. A Liaison Officer will not exercise any supervisory or disciplinary powers over military members or civilian employees of the Host Participant.

SECTION X SETTLEMENT OF DISPUTES

10.1 Disputes arising under or relating to this MOU will be resolved only through consultations between the Participants and will not be referred to an individual, national or international tribunal, or to any other forum for settlement.

SECTION XI ENTRY INTO EFFECT, AMENDMENT, DURATION, AND TERMINATION

11.1. All responsibilities of the Participants under this MOU will be subject to national laws and the availability of appropriated funds for such purposes.

11.2. The Parent Participant will ensure that the Liaison Officer complies with all obligations and restrictions applicable to the Liaison Officer under this MOU and Annex A to this MOU.

11.3. This MOU may be amended by the mutual written agreement of the Participants.

11.4. This MOU may be terminated at any time by written consent of both Participants. In the event both Participants determine to terminate this MOU, the Participants will consult prior to the date of termination.

11.5. Either Participant may terminate this MOU upon one hundred and eighty (180) days' written notification to the other Participant.

11.6. In the event of conflict between the provisions of this MOU and the terms of an applicable Letter of Offer and Acceptance (LOA), the terms of the LOA will control. Any LOAs associated with, or related to, this MOU will be terminated in accordance with their terms.

11.7. The respective rights and responsibilities of the Participants under Section VI (Security) will continue, notwithstanding the termination or expiration of this MOU.

11.8. No later than the effective date of expiration or termination of this MOU, each Participant will remove its Liaison Officer (s) and such Liaison Officer (s') dependents from the territory of the other Participant and pay any money owed to the other Participant under this MOU. Any cost or expenses allocable to a Participant pursuant to Section V of this MOU but which were not billed in sufficient time to permit payment prior to termination or expiration of this MOU, will be paid promptly after such billing.

11.9. This MOU will enter into effect upon signature by both Participants. This MOU will remain in effect for five (5) years, and may be extended by written consent of the Participants.

11.10. This MOU consists of eleven (11) Sections and one (1) Annex.

Signed in duplicate in the English language:

On behalf of Australian Special
Operations Command:



TIMOTHY MCOWAN, DSC, CSM
Major General
Commander
Australian Special Operations Command

On behalf of United States Special
Operations Command:



ERIC T. OLSON
Admiral, U.S. Navy
Commander, United States
Special Operations Command

DATE: 10 FEB 09

DATE: 6 MARCH 2009

PLACE: CANBERRA

PLACE: TAMPA

ANNEX A APPENDIX 1

CERTIFICATION

SECTION I LIAISON OFFICER LEGAL STATUS OF CERTIFICATION

As a representative of the Australian Special Operations Command under the auspices of an Extended Visit Authorization (EVA) to the United States Special Operations Command (USSOCOM), I am subject to the jurisdiction of United States federal, state, and local laws, except as provided by treaty, other specific legal authority, or the terms of any diplomatic immunity that I may have been granted. I understand that my acceptance of the Liaison Officer position does not bestow diplomatic or other special privileges.

SECTION II LIAISON OFFICER CONDITIONS OF CERTIFICATION

2.1. Responsibilities: I understand that my activities will be limited to the representational responsibilities of my Government and that I am expected to present the views of my Government with regard to the issues which my Government and the United States Government have a mutual interest. I will not perform duties that are reserved by law or regulation to an officer or employee of the United States Government.

2.2. Costs: I understand that all costs associated with my duties as a Liaison Officer will be the responsibility of my Government, including, but not limited to, travel, office space, clerical services, housing, messing, and medical and dental services.

2.3. Extensions and Revalidation: I understand that if my Government desires to request an extension or revalidation of my position beyond the original dates for which I am certified, a new visit request will be submitted not later than 30 days prior to the expiration date of the current EVA.

2.4. Contact Officer: I understand that when the certification process is completed, a Contact Officer(s) will be assigned to sponsor me during my visit to USSOCOM. I further understand that I will coordinate, through my Contact Officer, all requests for information, visits, and other business, which fall under the terms of my certification. I also understand that requests for information, which are beyond the terms of my certification, will be made through the Office of the Army Attaché, Australian Embassy, Washington, D.C.

2.5. Other Visits: I understand that visits to other facilities for which the purpose does not directly relate to the terms of my certification will be made through the Office of the Army Attaché, Australian Embassy, Washington, D.C.

2.6. Uniform: I understand that I will wear my national uniform when conducting business at USSOCOM or other U.S. Department of Defense facilities, unless otherwise directed. I will comply with my Parent Government's service uniform regulations.

2.7. Duty Hours: I understand that my duty hours are Monday through Friday, from 08:00 to 17:00 hours. Should I require access to my work area during non-duty hours, I am required to request permission from the command security officer or contact officer. I further understand that (IT IS) (IT IS NOT) necessary to assign a United States escort officer to me during my non-duty access.

2.8. Security:

2.8.1. I understand that access to United States Government information will be limited to that information determined by my Contact Officer to be necessary to fulfill the functions of a Liaison Officer. I also understand that I may not have unsupervised access to United States Government computer systems, unless the information accessible by the computer is releasable to my Government in accordance with applicable U.S. law, regulations, and policy.

2.8.2. All information to which I may have access during my certification will be treated as information provided to my Government in confidence and will not be further released or disclosed by me to any other person, firm, organization, or Government without the prior written authorization of the U.S. Government.

2.8.3. I will immediately report to my Contact Officer should I obtain or become knowledgeable of United States Government or USSOCOM information for which I am not authorized to have access. I further agree that I will report to my Contact Officer any incidents of my being offered or provided information that I am not authorized to have.

2.8.4. If required, I will display a security badge on my outer clothing so that it is clearly visible. This badge will be supplied by the Security Management Office at USSOCOM.

2.9. Compliance: I have been briefed on, fully understand, and will comply with the terms and conditions of my certification. Failure to comply may result in termination of my certification. I further understand that the termination of my certification does not preclude further disciplinary action in accordance with any applicable international agreements or arrangements.

2.10. Definition of Terms: Terms not defined herein will have the definitions ascribed to them in the applicable MOU governing my assignment as a Liaison Officer.

**SECTION III
LIAISON OFFICER
TERMS OF CERTIFICATION**

3.1. **Contact Officer and Alternate Contact Officer:** (INSERT THE NAME OF THE PRIMARY CONTACT OFFICER AND THE ALTERNATE CONTACT OFFICER) have been assigned as my Contact Officer(s).

3.2. **Certification:** I am certified to United States Special Operations Command (USSOCOM) as mutually determined by both Participants in support of the following programs: *(insert details)*

3.3. **Travel:** I may visit the following locations under the terms of my certification, with the permission of my Contact Officer: to be announced.

**SECTION IV
LIAISON OFFICER
CERTIFICATION OF IN-BRIEFING**

I, *(insert name)* understand and acknowledge that I have been certified as a Liaison Officer to the United States Special Operations Command, as mutually determined upon between the Australian Defense Force, Special Operations Command and the United States Special Operations Command. I further acknowledge that I fully understand and have been briefed on: (1) the legal status of my certification; (2) the conditions of my certification; and (3) the terms of my certification. I further acknowledge that I will comply with the conditions and responsibilities of my certification.

(SIGNATURE OF LIAISON OFFICER)

(TYPED NAME OF LIAISON OFFICER)

(RANK AND/OR TITLE)

(DATE)

(SIGNATURE OF BRIEFER)

(TYPED NAME)

(LOCATION)

ANNEX A APPENDIX 2
Certification

SECTION 1
LIAISON OFFICER
LEGAL STATUS OF CERTIFICATION

As a representative of the United States Special Operations Command (USSOCOM) I am subject to the jurisdiction of the federal, state and local laws of Australia except as provided by treaty, other specific legal authority, or the terms of any diplomatic immunity which I may have been granted. I understand that my acceptance of the Liaison Officer position does not bestow diplomatic or other special privileges.

Conditions of Certification.

1. Responsibilities: I understand that my activities will be limited to the representational responsibilities of my Government and that I am expected to present the views of my Government with regard to the issues which my Government and the Australian Government have a mutual interest. I will not perform duties that are reserved by law or regulation to an officer or employee of the Australian Government.
2. Costs: I understand that all costs associated with my duties as a Liaison Officer will be the responsibility of my Government, including, but not limited to, travel, office space, clerical services, housing, messing, and medical and dental services.
3. Contact Officer: I understand that when the certification process is completed, a Contact Officer(s) will be assigned to sponsor me during my visit. I further understand that I will coordinate, through my Contact Officer, all requests for information, visits, and other business which fall under the terms of my certification.
4. Uniform: I understand that I will wear my national uniform when conducting business at Australian Special Operations Command facilities, unless otherwise directed. I will comply with my Parent Government's service uniform regulations.
5. Duty Hours: I understand that my duty hours are Monday through to Friday from 0800hr to 1630hrs.
6. Security:
 - a. While assigned to Australian Special Operations Command (SOCOMD), I will comply with all Department of Defence, Australian Defence Force, SOCOMD, and local installation administrative rules and security regulations. I understand that my office space is subject to pre-announced inspections by local installation safety and security officials.

b. I may assume custody of Australian Classified or Unclassified Information released to my Government only when authorised in writing by my Government and under the terms of my certification.

c. I am not permitted to reproduce Australian Classified documents for which I have assumed custody or store them in my office unless prior written arrangements for my doing so have been mutually determined upon during my certification in-processing.

d. I may assume custody of and store Classified Information originated by my Government only when authorised in writing by my Government. This information will not be under the control of the Australian Government and will not be subject to security inspections.

e. I understand that access to Australian Government information will be limited to that information determined by my contact officer to be necessary to fulfill the functions of a Liaison Officer. I also understand that I may have unsupervised access to Australian computer systems and that I will be required to comply with Australian Defence procedures for access and operation of those systems.

f. All information to which I may have access while serving as a Liaison Officer will be treated as information provided to my Government in confidence and will not be further released or disclosed by me to any other person, firm, organisation or Government without the prior written authorisation of the Australian Government.

g. I will immediately report to both my Contact Officer and the USSOCOM security officer should I obtain or become aware of Australian Government or USSOCOM information for which I am not authorised to have access. I further undertake that I will report to the USSOCOM security officer any incident of my being offered or provided information that I am not authorised to have.

h. If required, I will display any Australian Defence Force issued security pass on my outer clothing in a manner that is clearly visible.

7. Compliance: I have been briefed on, fully understand and will comply with the terms and conditions of my certification. Failure to comply may result in termination of my certification. I further understand that the termination of my certification does not preclude further disciplinary action in accordance with any applicable Status of Forces Agreement or other government-to-government agreements or arrangements.

Terms of Certification.

8. Contact Officer and Alternate Contact Officer: A primary and alternate contact officer has been assigned to me during my certification.

9. Certification. I am certified to Australian Special Operations Command in support of the following: *(insert details)*

Acknowledgment of Certification

I (*insert name*) understand and acknowledge that I have been certified as a Liaison Officer to the Australian Defence Force as mutually determined upon between the Australian Defence Force, Special Operations Command and the United States Special Operations Command. I further acknowledge that I fully understand and have been briefed on:

- a. the legal status of my certification; and
- b. the terms and conditions of my certification.

I further acknowledge that I will comply with the terms, conditions, and responsibilities of my certification.

(Signature)

(Full Name)

(Rank and/or Title)

(Date)

(Signature of Briefer)

(Rank and Full Name of Briefer)